

MEMORANDUM OF AGREEMENT

City of Kansas City, Missouri, Board of Parks and Recreation Commissioners Tony Aguirre Community Center Advisory Committee

This Memorandum of Agreement (this "Agreement") is made and entered into this 18 day of February, 2004 by and between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (the "City"), through its BOARD OF PARKS AND RECREATION COMMISSIONERS (the "Board"), and TONY AGUIRRE COMMUNITY CENTER ADVISORY COMMITTEE (the "Advisory Committee").

WHEREAS, the Board has, as one of its responsibilities, the management, control and supervision of the operations of the Tony Aguirre Community Center ("Center"); and

WHEREAS, the Board considers it important to enter into partnerships with interested community organizations for the Center to be operated properly and to serve the citizens of Kansas City, Missouri; and

WHEREAS, the Advisory Committee wishes to provide volunteers and other resources in support of programs, facilities, and activities at the Center, and

WHEREAS, the goal and mission of the Advisory Committee are to support the Center and to improve the quality of life of residents of the Historical Westside by providing quality recreational, leisure, and educational programming; and

WHEREAS, the Advisory Committee is committed to work with the Board to make the Center a safe and enjoyable facility that will enhance the neighborhood and improve the overall quality of life of its residents; and

WHEREAS, the Board and the Advisory Committee consider it appropriate to memorialize a certain understanding to better assure continued successful operation of the Center as a valuable resource to the community it serves;

NOW, THEREFORE, in consideration of the premises and of the agreements set forth hereinafter, the Board and the Advisory Committee agree as follows:

1. Authority and Function of the Board. The Board has the ultimate authority to supervise the management, operation and development of the Center in accordance with the policies and directives of the Board. The Advisory Committee and any volunteers are expected to comply with these City policies and directives. The Board or the Director of the Parks and Recreation Department (Director) may delegate authority for carrying out certain responsibilities to the Manager of the Center (Manager) who will be responsible for the management and daily operation of the Center and shall administer this Agreement for the Board.
2. Authority and Function of the Advisory Committee.
 - a. The Advisory Committee is a private and independent neighborhood organization whose primary function is to serve as a support group for the Center.
 - b. The Advisory Committee is not an agency or instrumentality of the City or of the Board and has no authority to take any action or execute any documents on behalf of the City or the Board. The Advisory Committee may use the Board's logo in documents describing and advancing the purposes of this Agreement with the prior written approval of the Director.

- c. The Advisory Committee shall not be expected to assume any management responsibilities with respect of the Center and agrees to observe and comply with applicable policies and directives of the Board concerning the Center.
- d. The Advisory Committee shall serve as an advisory body to the Manager and the Board regarding the use and operation of the Center.
- e. The Advisory Committee will actively promote the Center and its programs and activities and will provide marketing assistance to obtain support (financial and otherwise) from the private sector as requested by the Board or the Manager.
- f. Although not essential to the purposes of this Agreement, the Advisory Committee is expected to exert its best efforts to seek and obtain contributions for the Center of funds, goods, and services, including volunteer assistance for educational and recreational programs and special events and activities.
- g. All proceeds from any activity undertaken pursuant to this Agreement and all funds, goods and services obtained by the Advisory Committee must be allocated to directly support the Center. Funds raised by the Advisory Committee for programs or equipment at the Center will be deposited into the Parks and Recreation Special Gifts Fund (Fund) under a sub-account entitled "Tony Aguirre Community Center". Donors will receive an acknowledgement letter from the Parks and Recreation Department and all donations will be reported to the Board in the Gifts and Contributions Report presented in the Board meetings. The donations, interest earned, and expenditures from this account will be segregated from all other financial

transactions in the Fund and from all other City funds. The Advisory Committee will receive a monthly report of the financial transactions occurring in the "Tony Aguirre Community Center" account within the Fund.

3. Responsibilities of the Advisory Committee. The Advisory Committee will:

- a. serve in an advisory capacity to the Board and the Manager providing input on matters relating to the operation and management of the Center;
- b. serve as an advocate for the functions and mission of the Center as well as foster interest in the activities available to the community;
- c. assist in the promotion, development, and implementation of educational and charitable programs and events carried out at the Center;
- d. work to promote a better understanding and unity within the Historical Westside community through outreach activities and events at the Center;
- e. to keep the Manager informed about the Advisory Committee's activities concerning the Center;
- f. extend a standing invitation to the Board, the Director, and the Manager, or their respective designees, to attend and participate in each regular meeting of the Advisory Committee and include them in any mailing list to receive copies of newsletters and other information provided regularly by the Advisory Committee to its membership;
- g. be available upon request to meet from time to time with the Board, the Director, or the Manager, or their respective designees, to report on the Advisory Committee's activities with respect to Center;

- h. present to the Board an annual report detailing the activities undertaken in furtherance of this Agreement including all fundraising efforts;
 - i. make available for examination and/or audit by the City all the Advisory Committee's books, records, and documents relating to this Agreement. The Advisory Committee acknowledges that all documents retained by the City pursuant to this Agreement are subject to the provisions of the Missouri Sunshine Law;
 - j. designate a representative to any umbrella organizations or entities created by the Board to assist and support the operation of Community Centers in the City;
 - k. keep membership in the Advisory Committee open to all members of the community on an equal basis; and
 - l. coordinate all volunteer efforts by the Advisory Committee with the Manager who will be solely responsible to approve the use of volunteers before the activities take place.
4. Responsibilities of the Board. In recognition of the contributions and support made by the Advisory Committee to the development and improvement of the Center and its programs, Board agrees that the Advisory Committee members who volunteer to assist with programs, fundraising or other support functions shall be permitted access to the Center for purposes of contributing to the Center's activities when City staff is at the Center to open and close the facility. The Advisory Committee will be given opportunities to provide input on relevant operational issues including budget

development and strategic planning via scheduled meetings with the Board or the Manager of the Center.

5. Coordination and Communication. At least annually, the Advisory Committee and the Board, the Director, or their designees, shall meet and discuss their respective activities, both during the preceding year and for the prospective year, on behalf of the Center. The Advisory Committee shall indicate the amount and nature of contributions, including volunteer time accrued, made and obtained by the Advisory Committee to benefit the Center. The Board and the Advisory Committee will work to coordinate activities to provide the most financial and/or logistical assistance possible to the Center.

6. General.

- a. Nothing contained in this Agreement is intended to cause the Board or the Advisory Committee to be regarded as partners, joint venturers, employees or agents of each other.
- b. This Agreement shall remain in effect until amended or terminated by written notice by either party. Either party may, at any time upon ten (10) days notice to the other party specifying the effective date of termination, terminate this Agreement in whole or in part without cause.
- c. Nothing contained in this Agreement is intended to confer personal liability upon any officer, director, employee or agent of either party.
- d. This Agreement is not intended to be a legally binding contract but only a statement of the past practice and present intentions of the parties and it shall be subject to revision by the parties from time to time as circumstances

change. The parties agree to construe and interpret this Agreement and to consider changes in a spirit of cooperation to facilitate achievement of the common goal of encouraging the growth and development of the Center as a valuable community educational and recreational resource.

IN WITNESS WHEREOF, the parties herein have executed this Agreement as of the date first written above.

Advisory Committee

By:

Erin A. Cullen

Title:

Chairperson

Board of Parks and Recreation Commissioners

By:

Andrea Aust

Title:

President

Secretary to the Board attests

By:

Andrea Aust